

DIVISION OF PROCUREMENT  
100 N. ANDREWS AVENUE  
FORT LAUDERDALE, FL 33301  
(954) 828-5140  
FAX (954) 828-5576

City of Fort Lauderdale  
INVITATION TO BID/REQUEST FOR PROPOSAL **PAGE 1 OF 21**  
e-mail: [purchase@ci.fort-lauderdale.fl.us](mailto:purchase@ci.fort-lauderdale.fl.us)  
ITB NO. **622-8671**

**ISSUE DATE: 2/21/02**  
**BIDS MUST BE RECEIVED**  
**PRIOR TO 2:00 P.M.**  
**ON: 3/15/02**

**TITLE: ELEVATOR MAINTENANCE (Annual Contract)**

**PROCUREMENT SPECIALIST: Richard Ewell, CPPB**

**DEPT: Public Services**

**CONTACT FOR TECHNICAL QUESTIONS: John McDowell**

**PHONE: 954-828-5770**

**Bidder Must Complete the Following:**

Vendor Name	Total Bid Discount (section 1.04)
Number & Street:	Bids are firm for Acceptance for 90 days (Section 1.05) Yes_____ No_____ Other _____
City, State, Zip (+4) (See General Conditions Section 1.01)	
If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records Area Code and Telephone No. ( ) _____ ( 800 ) _____ FAX ( ) _____ e-mail: _____	State or reference any variances (section 1.06)  Web site address: <a href="http://www/">http://www/</a> _____
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Payment Terms: (section 1.03) _____% , net _____	Does your firm qualify for MBE, WBE, SBE status In accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____
<b>How to Submit Bids/Proposals:</b> It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Purchasing Division, 6 <sup>th</sup> floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. <b>Do not submit via Facsimile. Facsimile bids will not be accepted.</b>  Each bid envelope must be sealed with the following information stated on the <b>OUTSIDE</b> of the envelope: <b>BID/RFP No.</b> 622-8671 <b>Title:</b> Elevator Maintenance <b>Opens:</b> 3/15/02	
<b>Vendor Certification:</b> I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.  _____	

Signature of Authorized Representative	Title (Typed or Printed)
<hr/>	<hr/>
Name of Authorized Representative (typed or printed)	Date

**City of Fort Lauderdale  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

**1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.

**1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

**1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

**1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.

**1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.

**1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

**1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.

**1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### **1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

**1.09(a) CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

### **Part II DEFINITIONS/ORDER OF PRECEDENCE**

**2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

**2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

### **PART III BIDDING AND AWARD PROCEDURES:**

**3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

**3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

**3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

**3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.

**3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

**3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.

**3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.

**3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.

**3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.

**3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

**3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.

**3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.

**3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.

**3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

**3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

**3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

**3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

#### **PART IV BONDS AND INSURANCE**

**4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

**4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

**5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

**5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

**5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

**5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

**5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

**5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

**5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

**5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

**5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

**5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

**5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

**5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.

**5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

**5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.

**5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are

considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

**5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.

**5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.

**5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

FormG-107 Rev. 07/01



**City of Fort Lauderdale  
Purchasing Division  
Invitation to Bid No. 622-8671  
Elevator Maintenance/Multi-Location (CONTRACT)**

**PART 1. GENERAL CONDITIONS**

**1.1 PURPOSE:** The City of Fort Lauderdale is actively seeking bids from qualified vendors, hereinafter to be referred to as the Contractor, to provide elevator maintenance and/or service in accordance with the terms, conditions and specifications contained in this Invitation to Bid.

**Elevators to be maintained:**

**City Hall – 100 N. Andrews Avenue**

**Three – traction passenger elevators**

**State serial #7272, #7273, #7274**

**2500 lb. capacity each**

**8 stops**

**Originally installed by Eastern Elevator Company**

**One – traction freight elevator**

**3500 lb. capacity**

**9 stops**

**Originally installed by Eastern Elevator Company**

**Police Department – 1300 West Broward Boulevard**

**One - 2,500 lb. capacity**

**One - Main Passenger**

**One - Letter Lift**

**One - Passenger**

**Downtown Parking Garage – SE 1 Avenue and SE 1 Street**

**Four - Passenger**

**Public Services Administration Bldg. – 949 NW 38 Street**

**One - Main Passenger**

**G. T. Lohmeyer Wastewater Treatment Plant – 1765 SE 18 Street**

**One - Main Passenger**

**Von Mizell Center – 1409 NW 6 Street**

**One - Main Passenger**

**Performing Arts Garage – 200 SW 5 Avenue**

**Two - 3,500 lb. capacity**

**Fiveash Water Treatment Plant – 4321 NW 9 Avenue**

**One - Main Passenger**

**One - Freight**

**Peele-Dixie Water Treatment Plant – 1500 S. State Road 7**

**One - Main Passenger**

**Swimming Hall of Fame Bldg. – 501 Seabreeze Blvd.**

**Two -- Main Passenger, State serial #44640 and #45938**

**Downtown Helistop in Downtown Parking Garage – 150 SE 2<sup>nd</sup> Street**

**One – Special Application Sidewalk Elevator (6<sup>th</sup> to 8<sup>th</sup> Floor)**

**1.2 INSPECTION/INFORMATION:** It will be the responsibility of the Contractor to inspect the existing elevator system, equipment room and electrical power supply for each location prior to submitting their proposal. No variation in price or conditions shall be permitted based on a claim of ignorance. Submission of the bid is evidence that the bidder has familiarized himself with the nature and extent of the work and any conditions that may, in any manner, affect the scope of the work and or materials required.

**For information regarding bidding procedures, contact:**

**Richard Ewell, CPPB  
Procurement Specialist II  
Telephone: (954) 828-5138**

**For information regarding the technical specifications, contact:**

**John McDowell  
Public Services Department  
Telephone: (954) 828-5770**

Such contact is to be for clarification purposes only. Material changes, if any, to the technical specifications or bidding procedures will only be transmitted by written addendum.

No oral order, objection, claim or notice by any party to the other, either before or after execution of this bid, shall affect or modify any of the terms or obligations contained in any of the documents comprising this bid.

**1.3 SCOPE OF WORK:** The work to be performed by the Contractor consists of furnishing all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance service, including all inspections, adjustments, test, parts or component replacement, and repairs to keep the elevators in continuous use at their established capacity and efficiency for their intended purpose. All maintenance adjustments and repairs shall be in compliance with the latest American National Safety Code for Elevators, Dumbwaiters, Escalators and Moving Walks; ANSI A17.1 and A17.2, including all supplements (SEE EXHIBIT A).

**1.4 ELIGIBILITY:** To be eligible to respond to this ITB, the proposing firm must presently be engaged in providing these services. In addition, the firm must demonstrate that they, or their principals assigned to the project, have recently and successfully provided similar services to at least three (3) clients. Bidders will be required to demonstrate proof of

experience in the management and administration of an organization of the magnitude required for the performance of this contract.

The City of Fort Lauderdale reserves the right, before recommending any award, to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the contract documents, including the financial ability, organizational ability, experience record and equipment.

The City of Fort Lauderdale will determine whether the evidence of ability to perform is satisfactory and will make award only when evidence is deemed satisfactory. The City reserves the right to reject bids where evidence submitted, on investigation and evaluation, is determined by the City to indicate inability of the bidder to perform.

**1.5 AWARD:** The City shall evaluate all bids in accordance with the ITB specifications. Pricing must include all costs incurred by the Contractor and must be firm for the contract period. Award will not be made on a split basis. Award will be based on the information submitted. In addition to the cost to the City, the City reserves the right to consider: the bidder's past performance, client references, qualifications, length of time providing the services, business facility, staffing level and experience of staff, equipment, scheduling methods and financial stability of the bidder.

**1.6 PAYMENT:** Payment will be made monthly, after receipt of services requested and approval of invoice for such services.

The City will make every effort to notify the Contractor within ten (10) days of receipt of invoice of any items questioned. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any discrepancies.

**1.7 CONTRACT PERIOD:** The initial contract period shall be for two (2) years, commencing upon approval by the City. The contract shall have extension provisions for up to four (4), one year periods, providing: both parties to the agreement approve; all terms, conditions and specifications remain the same; and the extension is approved by the City.

**1.8 NO EXCLUSIVE CONTRACT:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

**1.9 ADDITIONAL SERVICES:** The City may require the addition of services from the Contractor as the requirements of the City change. This may entail additional facility areas and/or additional services required at contracted facilities. The Contractor shall provide the City with a cost for these additional facilities or services based upon the cost structure utilized in establishing the cost for the areas that were initially contracted.

If the cost offered is not acceptable to the City, the City reserves the right to procure the services from other vendors, or to cancel the contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

**1.10 DELETION OF SERVICES:** The City reserves the right to delete any portion of this contract at any time without cause. If such right is exercised, the total fee shall be reduced by the amount established for that service. If work has already been accomplished on the portion of the contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the percentage of completion.

**1.11 VARIANCES AND EXCEPTIONS:** Bidder *must* state in detail any variances or exceptions to the specifications, terms and conditions in the space provided on Page 1 of this Invitation to Bid. If variances or exceptions are noted elsewhere and/or attached, then you *must* make reference to that fact in the space provided on Page 1 of this Invitation to Bid.

**1.12 INSURANCE REQUIREMENTS:** The Contractor shall furnish proof of Worker's Compensation Insurance and General Liability Insurance. Coverage to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "ADDITIONAL INSURED" with relation to Commercial General Liability Insurance. Costs for adding the City as "ADDITIONAL INSURED" will be at the Contractor's expense.

**1.12.1 WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE**

Limits: Worker's Compensation: Statutory  
Employer's Liability: \$100,000.00

**1.12.2 COMPREHENSIVE GENERAL LIABILITY INSURANCE**

Limits: Combined Single Limit Bodily Injury/Property Damage:  
\$1,000,000.00

**1.12.3 SUBCONTRACTOR INSURANCE:** Contractor is advised to require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary. Any deficiency in the coverage or policy limits of any subcontractors will be the sole responsibility of the Contractor.

Contractor shall report to the City staff person on duty, any damage done to City property by Contractor's personnel on the same day as the damage occurs. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced to the complete satisfaction of the City.

A copy of your Certificate of Insurance is to be included with your bid. In the event that you are the successful bidder, you will be required to provide a Certificate naming the City as "ADDITIONAL INSURED".

Certificates will be required prior to commencement of work. The City shall be given thirty (30) days written notice of any cancellation or material change in any policy.

**1.13 LAWS, ORDINANCES, ETC.:** The Contractor shall observe and comply with all Federal, State, local and municipal laws, ordinances, rules and regulations that would apply to this contract.

**1.14 PERMITS, TAXES, LICENSES:** The Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, State and Federal laws, rules and regulations applicable under this contract. This provision includes City issued permits.

**1.15 MINORITY PARTICIPATION:** The City of Fort Lauderdale wants to increase the participation of minority business enterprise (MBE) and women business enterprise (WBE) in its purchasing activities. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these

firms. If your firm qualifies, please indicate in Section 1j. of the first page of the Invitation to Bid.

## **PART 2. SPECIAL CONDITIONS**

**2.1 COMPLETE MAINTENANCE:** Contractor shall regularly and systematically examine, clean, lubricate and adjust the vertical transportation equipment. The contractor will provide both scheduled and on-call (emergency) service, and as conditions warrant, repair or replace all portions of the vertical transportation equipment included under this contract with the following exclusions:

- Repairs required because of negligence, accident or misuse of the equipment by anyone other than the contractor, his employees, sub-contractors, servants or agents, or other causes beyond the Contractor's control except ordinary wear.
- Repair or replace building items, such as hoistway or machine room walls and floors, car enclosures, car finish floor material, hoistway entrance frames, doors and sills, telephone equipment and signal fixture faceplates.
- Mainline and auxiliary disconnect switches, fuses and feeders to control panels.
- Above defined as those conductors providing power from a main power distribution panel or sub panel disconnect and feeding a cabinet or electrical enclosure containing the elevator controlling switchgear and equipment.
- Lamps for car and machine room illumination.
- Upgraded equipment installed at the request of the City to enhance performance.
- > Telescopic hydraulic lifting rams

In performing the work, the Contractor shall provide only genuine parts used by the manufacturers of the equipment for replacement or repair, and shall use only those lubricants obtained from and/or recommended by the manufacturer of the equipment. Parts that may no longer be currently available may be replaced with equal mechanical or electrical equipment of like kind, however the replacement will not be considered an upgrade, and is covered under the terms of this contract as the contractors responsibility.

**2.2 MAINTENANCE PROCEDURE:** The scheduling, frequency and performance of the maintenance service procedures specified shall be carried out in accordance with established industry procedures.

**2.3 PREVENTATIVE MAINTENANCE SCHEDULE:** Each elevator shall be examined and maintained in accordance with the following frequency:

### **TWICE PER MONTH**

**2.4 PREVENTATIVE MAINTENANCE – MINIMUM TIME ON JOB-SITE:** Contractor shall furnish a qualified elevator mechanic on the job-site for performance of examinations and preventative maintenance. Said elevator mechanic shall provide preventative maintenance at the job-site a minimum of   1   hours per inspection.

- 2.5 PREVENTATIVE MAINTENANCE HOURS – MECHANIC’S CHECK-IN:** Contractor’s mechanic shall check in at the designated locations when he arrives and when he leaves the building. Copies of mechanic’s time tickets, verifying time spent each visit, shall be left with building manager or maintenance supervisor.
- 2.6 ROUTINE PREVENTATIVE MAINTENANCE WORK:** All items as shown in EXHIBIT A will be accomplished under the scope of this Agreement. The preventative maintenance specified is considered the minimum for all equipment. If specific equipment covered by this contract requires additional maintenance for safe and reliable operation, the Contractor shall perform the required maintenance.
- 2.7 PERFORMANCE REQUIREMENTS:** Contractor agrees to maintain the following minimum performance requirement:
- **SPEED:** +/- 5% under any loading condition
  - **CAPACITY:** Safely lower, stop and hold up to 125% of rated load.
  - **LEVELING:** +/- 3/8” under any loading condition.
  - **DOORS:** Closing time, thrust and kinetic energy shall comply with ANSI.
  - **FLOOR TO FLOOR PERFORMANCE TIME:**  
Floor to floor performance time (from time door starts closing at one floor to fully opened and level on the next successive typical floor, regardless of loading conditions or direction of travel).

In accomplishing the above requirements, the Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive with smooth checking at the extremes of travel.

## **EXHIBIT A.**

### **Extent of Coverage –**

**Traction Elevators: Regularly and systematically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following (See Preventative Maintenance Schedule):**

- ✓ **Elevator Machines – Geared/Gear less**
- ✓ **Motor Generators**
- ✓ **Controllers, Selectors, Dispatcher and Relay Panels**
- ✓ **Machine Brakes and Brake Pulleys**
  - ✓ **And Parts thereof, including**
  - ✓ **Hoisting Motors**
  - ✓ **Selector Motors, Exciter and Regulator**
  - ✓ **Worms, Gears, Thrusts**
  - ✓ **Bearings**
  - ✓ **Rotating Elements**
  - ✓ **Brake Magnet Coils**
  - ✓ **Brushes, Brush Holders and Commutators**
  - ✓ **Brake Shoes, Linings and Pins**
  - ✓ **Windings and Coils**
  - ✓ **Contacts, Relays and Timers**
  - ✓ **Resistors and Transformers**
  - ✓ **Solid State Devices**
  - ✓ **Emergency Lighting, if furnished and installed by the same manufacturer**
  - ✓ **Fireman's Service Equipment**
  - ✓ **Deflector, Secondary and all other sheaves, shafts, bearings and assemblies**
  - ✓ **Automatic power door operators, landing and car door hangers, landing and car door contacts, door protective devices, hoistway door interlocks, bottom door guides, manual door closers and auxiliary door closing devices.**

### **Hydraulic elevators:**

**In addition to all the electrical controlling components the :**

**Hydraulic oil**

**Reservoir tank**

**Pumps**

**Hydraulic lines**

**Pressure controllers**

**Keep guide rails properly lubricated, except where roller guides are used.**

**Replace guide shoe gibs or rollers, when conditions warrant, to provide a quiet operation.**

**Repair or replace control cables, when conditions warrant.**

**Periodically drain the gear case, flushing to remove sediment and grit, refill with new gear oil.**

**Relamp all signals.**

**Furnish lubricants that meet the equipment manufacturer's specifications. Periodically examine, clean, lubricate, adjust, and when conditions warrant, repair or replace the following safety devices:**

- ✓ **Interlocks and door closers**
- ✓ **Car and counterweight buffers**
- ✓ **Overspeed governors, governor tension sheave assemblies and car and counterweight safeties**
- ✓ **Limit, landing and slowdown switches**
- ✓ **Door protective devices and alarm bells.**

**Conduct a yearly no-load, low speed test of car and counterweight safeties and a test of buffers.**

**Periodically equalize the tension in all hoistway ropes. Replace all wire ropes and fastenings, when conditions warrant.**

**Examine, and when conditions warrant, re-groove or replace all sheaves, governor tension sheaves, secondary or deflection sheaves and compensating sheaves.**

**Periodically examine, lubricate, adjust and when conditions warrant through normal wear and tear, repair or replace the following accessory equipment:**

- ✓ **Car and Corridor operating pushbuttons**
- ✓ **Load weighting equipment**
- ✓ **All hall lanterns, car position and hall position indicators, lobby control panels, car operating panels, and all other signal and accessory facilities furnished and installed as part of the whole equipment.**

**Periodically clean all elevator machine rooms, secondary areas, elevator hoistways, and pit areas. The Service Contractor will be responsible for keeping the machine rooms, the exterior of the machinery, and any other parts of the equipment subject to rust, properly painted, identified, and presentable at all times. During the course of each examination, all accumulated refuse in the pit areas will be discarded.**

**Annually clean the elevator hoistway and related equipment, including rails, inductors, hoistway door hangers and tracks, relating devices, switches, buffers, car tops and pit areas.**

**Steel parts cabinets will be maintained in the machine room areas to provide for the orderly storage of replacement components.**

**Perform the following test on the elevator equipment:**

**Test of the car and counterweight safeties, governors, buffers and all other safety devices. The car balance will be checked and the governor set.**

**If required, the governor will be re-calibrated and sealed for proper tripping speed.**

**All tests performed on the elevator equipment described herein will be in accordance**



**with the most recent ANSI/ASME A17 Code requirements. Written reports of all tests are to be made available within thirty (30) days following completion and will be made available for review on request.**

**Check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted, and that the system performs as designed and installed on an annual basis. Biannual testing of the Fireman's Emergency Service operation will be performed to assure proper operation of the system.**

**Contractor will provide to the State or County license authority any and all information necessary in order to maintain the elevator license.**

**END OF EXHIBIT A.**

**2.8 INVENTORY:** The Contractor shall own and maintain a sufficient amount of replacement parts by the original manufacturer, or approved equal, to maintain the equipment in a first class and safe operating condition. These parts shall be made available for inspection on request by city personnel.

**2.9 MICROPROCESSORS AND REPROGRAMMING:** The Contractor shall maintain, in stock, available for immediate usage, an inventory of replacement parts for any microprocessor, or electrical/electronic controller or switching component equipment used in the elevator system.

The Contractor shall have full capabilities to reprogram or change the program of the elevator microprocessor.

The Contractor's service technicians shall carry diagnostic equipment to analyze programming and microprocessor functions and malfunctions.

All diagnostic equipment, microprocessor printed circuit boards, solid state circuitry parts and reprogramming capabilities shall be of the original manufacturer's parts only.

*The Contractor shall submit with his proposal a list of parts to be included in inventory.*

**2.10 HOURS OF SERVICE:** The Contractor shall perform all work, except emergency minor adjustment call back service, during regular working hours and the regular working days of the elevator trade.

The Contractor shall provide regular time call-back service and not over-time call back service on a 24 hour a day, 7 day a week basis at no additional cost to the City. Emergency call-back , at any time of day, should be responded to within two hours.

Should the City request examination, cleaning, lubrication, adjustments, repairs or replacements of elevator equipment be performed during other than regular working hours of the elevator trade, the Contractor shall absorb the straight time labor charges, and the City will compensate the Contractor for the overtime bonus hours at the Contractor's normal billing rates.

**2.11 CONDITIONS OF SERVICE – GENERAL – ALL UNITS:** The City is to provide the Contractor with full and free access to the equipment to render service thereon.

Contractor shall maintain at all times the original contract speed in feet per minute. Perform all adjustments required to maintain the proper door opening and closing time, within limits of applicable codes. Check the operating system for each unit or group of units continuously and make necessary tests and corrections to ensure all circuits are correct and time settings are properly adjusted.

Contractor shall conduct periodic evaluations of equipment performance, including car speed, door operations, riding quality and car leveling. Following such evaluation, the Contractor shall perform adjustments, repairs and replacements required to maintain manufacturer's operating performance. A copy of evaluations will be left with designated city personnel and reviewed on request.

The Contractor shall be required to make all tests specified by governing code and ordinances, but shall not be required to install new devices on the equipment, which

may be recommended or directed by insurance companies, federal, state, municipal, or other authorities, to make changes or modifications in design, to make any replacements with parts of a different design, to make any replacements with parts of a different design, or to perform cleaning of cab interior and exposed sills.

- 2.12 CONTRACTOR TO COMPLY WITH LAWS:** In the performance of this contract, the Contractor shall abide by all existing laws, codes, rules and regulations set forth by the appropriate authorities having jurisdiction in the location where the work is to be performed.

Contractor shall make periodic tests and maintenance inspections of all elevator equipment as required by current applicable safety codes for elevators, dumbwaiters, escalators and moving walks. Written reports of said tests shall be submitted to designated city personnel and, in the case of running safety test, notification shall be given so that a representative of the City may witness the test.

Contractor shall not be required under this Agreement to install new attachment as may be recommended or directed by insurance companies, federal, state, municipal or governmental authorities, subsequent to the date of contract, unless compensated for such installation

- 2.13 CONTRACTOR'S PERSONNEL:** The Contractor shall provide the City with background information for all personnel assigned to the contract. All requested information and past work experience shall be provided to the City for review and acceptance prior to assignment of personnel.

Contractor's employees are to present a professional appearance. Shall be neat, clean, well groomed, courteous, properly uniformed and conduct themselves in a respectable manner while performing duties and while on City property.

Employees shall wear an appropriate uniform as well as a nametag specifying the name of the employee and the Contractor's company name.

The Contractor shall provide the City with a listing of all personnel assigned to the contract. In addition, the Contractor shall provide a listing of names, emergency telephone numbers and beeper number of supervisory personnel assigned to the contract. It will be the Contractor's responsibility to keep this list up to date.

- 2.14 SUBSTITUTION OF PERSONNEL:** In the event that the Contractor wishes to substitute personnel during the term of the contract, the City must be notified so that a review of qualifications can be made. The City reserves the right to approve or reject any substitute personnel based on information submitted.

- 2.15 LIQUIDATED DAMAGES:** When an elevator is out of service for a period in excess of forty-eight (48) hours, due to Contractor's neglect, or failure to stock spare parts or electronic/electrical components, or failure to comply with the provisions of this specification, or should the Contractor fail to respond with a qualified service man under the time frame indicated herein, it is mutually agreed that the City may withhold, as liquidated damages, for each twenty (24) hour period thereof, the sum of one hundred dollars (\$100.) from the succeeding month's billing-for each failure to timely respond to a request for service. Further, it is mutually agreed that this sum is set out as liquidated damages because of the impossibility of determining the amount of actual damages the City would suffer as a result of the Contractor's failure to comply with this provision.

**When an elevator remains disabled for a period in excess of seventy-two (72) hours, it is mutually agreed that the City may withhold as liquidated damages, the sum of fifty dollars (\$50.) for each subsequent twenty-four (24) hour period of non-service from the succeeding month's billing. Further, it is mutually agreed that this sum is set out as liquidated damages because of the impossibility of determining the amount of actual damages the City would suffer as a result of the Contractor's failure to comply with this provision.**

### PART 3. PROPOSAL SECTION

Provide a two (2) year complete maintenance service contract for the described elevators.

By filling in the following information, the bidder agrees to supply the products or services at the price(s) bid in accordance with the terms, conditions and specifications contained in this Invitation to Bid. All price information to be used in the bid evaluation must be on this page.

Item	Description	Annual Cost for 2 Year Contract
1.	City Hall	\$ _____/Per Year
2.	Police Department	\$ _____/Per Year
3.	Downtown Parking Garage	\$ _____/Per Year
4.	Public Services Administration Building	\$ _____/Per Year
5.	G.T. Lohmeyer Wastewater Treatment Plant	\$ _____/Per Year
6.	Von Mizell Center	\$ _____/Per Year
7.	Performing Arts Garage	\$ _____/Per Year
8.	Fiveash Water Treatment Plant	\$ _____/Per Year
9.	Peele-Dixie Water Treatment Plant	\$ _____/Per Year
10.	Swimming Hall of Fame Bldg.	\$ _____/Per Year
11.	Downtown Helistop in Downtown Parking Garage	\$ _____/Per Year
12.	Grand Total	\$ _____/Per Year

Contractor is to submit a proposal which will include a detailed breakdown listing the maintenance and services to be performed for each location AND ELEVATOR and itemize the charges for that location BY ELEVATOR as an attachment to the bid.

Specify service response time: \_\_\_\_\_ Hours (see Section 2.10)

#### Questionnaire

Please print or type:

Firm name: \_\_\_\_\_

President: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

1. Provide information for three (3) references which the City may contact:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

2. Number of years experience the proposer has had in providing similar services: \_\_\_\_\_
3. Have you ever failed to complete work awarded to you? If so, where and why?  
\_\_\_\_\_  
\_\_\_\_\_
4. Will you sublet any part of this work? If so, list the portions or specialties of the work that you will and identify the Contractor:  
\_\_\_\_\_  
\_\_\_\_\_
5. List any lawsuits pending or complete involving the corporation, partnership or individuals with more than ten percent (10%) interest:
- A. List all pending lawsuits which are concerned directly with staff or part of your organization proposed for the contract:  
\_\_\_\_\_  
\_\_\_\_\_
- B. List all judgments from lawsuits in the past five (5) years which are concerned directly with the staff and facilities proposed for the contract:  
\_\_\_\_\_  
\_\_\_\_\_
6. Indicate the name and address of the service center from which you propose to furnish service to the City of Fort Lauderdale:  
\_\_\_\_\_  
\_\_\_\_\_
7. Please specify your service response time for this facility: \_\_\_\_\_ Hours
8. Indicate the name of the qualifying agent for the firm and his position:

Certificate of Competency Number for Qualifying Agent  
\_\_\_\_\_

Effective Date: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_  
Licensed In: \_\_\_\_\_  
License Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

9. Are you able to comply with the insurance requirements as outlined in Section 1.10 of the General Conditions?  
YES \_\_\_\_\_  
NO \_\_\_\_\_
10. Have you filled in the required information as requested in Section 2.04 of the Special Conditions?

YES \_\_\_\_\_  
NO \_\_\_\_\_

**11. Have you attached your inventory parts list as outlined in Section 2.09 of the Special Conditions?**

YES \_\_\_\_\_  
NO \_\_\_\_\_

**12. Have you included the required information on employees as outlined in Section 2.14 of the Special Conditions?**

YES \_\_\_\_\_  
NO \_\_\_\_\_

**13. Have you included 2 copies of your bid response?**

YES \_\_\_\_\_  
NO \_\_\_\_\_